



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 20

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION  
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STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ADDENDUM**ADDENDUM TO 52.212-1, Instructions to Offerors – Commercial Items.**

1. Replace paragraph (b) entitled “Submission of offers” with the following instructions:

(b) Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Only paper / hard copy proposals will be accepted. Faxed or emailed proposals will not be considered. Only offers submitted on the SF 1449 will be accepted. Proposals must contain the following information and be arranged in the following sequential order.

1. SF 1449. The offeror must use the SF 1449 to submit an offer. The offeror must include all applicable information and must submit an original signed and dated SF 1449.
2. Acknowledgment of Solicitation Amendments. The offeror must submit a statement to acknowledge solicitation amendments, if applicable. Solicitation amendments will be posted to the Fort Bragg Directorate of Contracting Web Site <http://www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM>.
3. Schedule of Pricing. The offeror must submit a proposed unit price and amount for each Item No (CLIN) listed in the solicitation.
4. Representations and Certifications, FAR 52.212-3 and DFARS 252.212-7000. The offeror must complete and submit the required representations and certifications.
5. Material Safety Data Sheets (MSDS). The offeror must submit MSDS with their proposal.
6. Past Performance Information. The offeror must submit at least three but no more than five past performance references for recent and relevant contracts performed within the past three years for the same or similar items required under the solicitation. Contracts may include those with Federal, State and local Government as well as private companies. Each reference must include the following information:
  - a. Contract Number and contract dollar value,
  - b. The contract period of performance,
  - c. A brief description of the contract requirements,
  - d. The contract point of contact, telephone number, and facsimile number.
7. Banking Information. The offeror must submit the name and address of the offeror’s bank or financial institution, the offeror’s account number, and the name, title, and telephone number of the offeror’s point of contact. The banking information may be used, in part, to determine responsibility as required under FAR 9.104-1. The Government may request information from the offeror’s financial institution to determine that the offeror has adequate financial resources, or the ability to obtain the resources, to perform the contract requirements. The offeror should submit a statement authorizing the financial institution to release applicable information.

FAILURE TO PROVIDE THE ABOVE DOCUMENTS OR INFORMATION MAY EXCLUDE THE OFFEROR FROM CONSIDERATION.

2. Replace paragraph (c) entitled “Period of acceptance of offers” with the following instructions:

- (c) Period of acceptance for offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.
3. Replace paragraph (e) entitled “Multiple offers” with the following instructions:
- (e) *Multiple offers*. Offerors shall submit only one offer presenting the terms and conditions or commercial items for satisfying the requirements of this solicitation.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	<p>BASE YEAR</p> <p>FFP</p> <p>1 MARCH 2006 -28 FEBRUARY 2007</p> <p>Contractor to provide Quick Lime to the Waste Water Treatment Plant (WWTP) at Fort Bragg, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions and provisions contained herein. Contractor is responsible for delivery and offloading of the Quick Lime. Contractor is to deliver the Quick Lime in a pneumatic tanker type vehicle and must be able to deliver the specified quantities of chemicals within 3-5 days after receiving an order by telephone.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA-5207-N003</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>QUICK LIME</p> <p>FFP</p> <p>Contractor to provide to the Waste Water Treatment Plant Quick Lime, high purity calcium oxide (CaO). Minimum CaO Available=92.0%, minimum CaO Total=94.5%, size=Six Mesh (1/8" x 0")</p> <p>Note: Disregard annotation "FFP" above. This is a requirements type contract. The quantities listed above are estimates only. Payment will be made for actual quantities ordered and delivered at the unit price shown above.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA-5207-N003</p>	1,950	Net Ton (2,000 LB)	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 OPTION	<p>FIRST OPTION PERIOD FFP 1 MARCH 2007 -28 FEBRUARY 2008</p> <p>Contractor to provide Quick Lime to the Waste Water Treatment Plant (WWTP) at Fort Bragg, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions and provisions contained herein. Contractor is responsible for delivery and offloading of the Quick Lime. Contractor is to deliver the Quick Lime in a pneumatic tanker type vehicle and must be able to deliver the specified quantities of chemicals within 3-5 days after receiving an order by telephone.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	<p>QUICK LIME FFP</p> <p>Contractor to provide to the Waste Water Treatment Plant Quick Lime, high purity calcium oxide (CaO). Minimum CaO Available=92.0%, minimum CaO Total=94.5%, size=Six Mesh (1/8" x 0")</p> <p>Note: Disregard annotation "FFP" above. This is a requirements type contract. The quantities listed above are estimates only. Payment will be made for actual quantities ordered and delivered at the unit price shown above.</p> <p>FOB: Destination</p>	1,950	Net Ton (2,000 LB)	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 OPTION	SECOND OPTION PERIOD FFP 1 MARCH 2008 -28 FEBRUARY 2009 Contractor to provide Quick Lime to the Waste Water Treatment Plant (WWTP) at Fort Bragg, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions and provisions contained herein. Contractor is responsible for delivery and offloading of the Quick Lime. Contractor is to deliver the Quick Lime in a pneumatic tanker type vehicle and must be able to deliver the specified quantities of chemicals within 3-5 days after receiving an order by telephone. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	QUICK LIME FFP Contractor to provide to the Waste Water Treatment Plant Quick Lime, high purity calcium oxide (CaO). Minimum CaO Available=92.0% , minimum CaO Total=94.5%, size=Six Mesh (1/8" x 0") Note: Disregard annotation "FFP" above. This is a requirements type contract. The quantities listed above are estimates only. Payment will be made for actual quantities ordered and delivered at the unit price shown above. FOB: Destination	1,950	Net Ton (2,000 LB)	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000 OPTION	THIRD OPTION PERIOD FFP 1 MARCH 2009 -28 FEBRUARY 2010 Contractor to provide Quick Lime to the Waste Water Treatment Plant (WWTP) at Fort Bragg, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions and provisions contained herein. Contractor is responsible for delivery and offloading of the Quick Lime. Contractor is to deliver the Quick Lime in a pneumatic tanker type vehicle and must be able to deliver the specified quantities of chemicals within 3-5 days after receiving an order by telephone. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	QUICK LIME FFP Contractor to provide to the Waste Water Treatment Plant Quick Lime, high purity calcium oxide (CaO). Minimum CaO Available=92.0%, minimum CaO Total=94.5%, size=Six Mesh (1/8" x 0") Note: Dis regard annotation "FFP" above. This is a requirements type contract. The quantities listed above are estimates only. Payment will be made for actual quantities ordered and delivered at the unit price shown above. FOB: Destination	1,950	Net Ton (2,000 LB)	\$ _____	\$ _____



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000 OPTION	<p>FOURTH OPTION PERIOD</p> <p>FFP</p> <p>1 MARCH 2010 -28 FEBRUARY 2011</p> <p>Contractor to provide Quick Lime to the Waste Water Treatment Plant (WWTP) at Fort Bragg, North Carolina. Performance shall be in strict compliance with all specifications, terms, conditions and provisions contained herein. Contractor is responsible for delivery and offloading of the Quick Lime. Contractor is to deliver the Quick Lime in a pneumatic tanker type vehicle and must be able to deliver the specified quantities of chemicals within 3-5 days after receiving an order by telephone.</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	<p>QUICK LIME</p> <p>FFP</p> <p>Contractor to provide to the Waste Water Treatment Plant Quick Lime, high purity calcium oxide (CaO). Minimum CaO Available=92.0%, minimum CaO Total=94.5%, size=Six Mesh (1/8" x 0")</p> <p>Note: Disregard annotation "FFP" above. This is a requirements type contract. The quantities listed above are estimates only. Payment will be made for actual quantities ordered and delivered at the unit price shown above.</p> <p>FOB: Destination</p>	1,950	Net Ton (2,000 LB)	\$ _____	\$ _____

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.212-3	Offeror Representations and Certification--Commercial Items	MAR 2005
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

## 52.000-4005 INVOICES (MAR 2000)

a. Invoices: Upon delivery of the quick lime, the Contractor shall submit original invoice to the Directorate of Public Works (DPW) Expeditor who placed the order. One additional copy shall be furnished to the Directorate of Contracting, Acquisition Division, Building 3-1632, Butner Road, Fort Bragg, North Carolina 28310. The invoice shall be prepared, dated and mailed after the quick lime has been delivered.

b. Payment will be made by: Government Purchase Card (GPC)

c. Accounting and Appropriation Data:

CLINs 0001, 1001, 2001, 3001, and 4001 are requirement line items and will be ordered as required. The Government will order and pay for the requirement CLINs via the Government Purchase Card.

(End of clause)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Technical Capability. As authorized under FAR Subpart 13.5, Test Procedures for Certain Commercial Items, simplified procedures will be used to evaluate offers and award the contract. Proposed prices will be evaluated for price reasonableness using the price analysis techniques provided under FAR 13. Technical capability will be determined by the Government during technical review of Material Safety Data Sheets (MSDS). The Contractor must provide MSDS on the proposed product with proposal. The Government intends to award a contract to the responsible offeror who offers the lowest reasonable price and whose offer is technically acceptable.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

XX\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued anytime prior to the contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 28 February 2007, or as extended under FAR 52.217-8 or FAR 52.217-9.

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to the contract expiration date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty 60 months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Directorate of Contracting  
Angela S. Kearney  
Bldg 3-1632  
Butner Road  
Fort Bragg, NC 28310

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.



(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

\_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

XX 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

\_\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

\_\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

\_\_\_\_\_ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

\_\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_\_ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

\_\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

\_\_\_\_\_ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

\_\_\_\_\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_\_Alternate II) (MAR 2000) (\_\_\_\_\_Alternate III (May 2002).

\_\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)  
(End of clause)

STATEMENT OF WORK

## Quick Lime for Waste Water Treatment Plant

## C.1 GENERAL

C.1.1 Contractor shall furnish Quick Lime to the Government for use in the biosolids treatment process at the Waste Water Treatment Plant, Building U-2004, Manchester Road, Fort Bragg, North Carolina.

## C.1.2 BACKGROUND INFORMATION.

C.1.2.1 Based on historical data, Fort Bragg requires approximately 78 shipments of bulk Quick Lime per year, or approximately 37.5 tons per week.

## C.1.3 CONTRACTOR QUALIFICATIONS.

C.1.4 SAFETY. The Contractor shall conform to all OSHA Safety requirements, EM 385-1-1 and local and state safety requirements. The Contractor shall follow Fort Bragg rules and regulations.

C.1.5 HOURS OF OPERATION. Contractor provided services should be accomplished between the hours of 7:30 am and 3:30 pm, Monday through Friday, excluding Federal Holidays.

C.1.6 PLACE OF PERFORMANCE/DELIVERY: Waste Water Treatment Plant, Building U-2004, Manchester Road, Fort Bragg, North Carolina.

C.1.7 VEHICLE REGISTRATION: The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. Any questions regarding this regulation can be directed to 910-432-8193. Please be advised that Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time. This regulation is available for download at the following web site: [http://www.bragg.army.mil/16MP/vehicle\\_registration\\_information.htm](http://www.bragg.army.mil/16MP/vehicle_registration_information.htm)